

USDA-FHA
Form FmHA 427-1 MD
(Rev. 9-12-74)

BOOK 956 PAGE 127
Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

RECORDED FEB 19 75 1148 A, Recorded & Ex'd per Charles C. Keller, CLK

KNOW ALL MEN BY THESE PRESENTS, Dated February 14, 1975

WHEREAS, the undersigned JOHN ARVIN WINPIGLER and

KATHY DIANE WINPIGLER, his wife

residing in Frederick County, Maryland, whose post office address is 11 East B Street, Brunswick Maryland 21716

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
February 14, 1975	\$ 26,500.00	8-1/2%	February 14, 2008

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County(ies) of

Frederick

All those lots, pieces or parcels of ground situate, lying and being in the Town of Brunswick, Frederick County, Maryland, and more particularly described as follows:

BEING shown as Lot No. 2, containing 13,900 square feet on a Plat entitled Lots 1 and 2, a resubdivision of Lots 7 through 14 of Block 30, Brunswick Heights, recorded December 3, 1974 among the Plat Records of Frederick County in Plat Book 11 at Plat 18.

BEING all and the same real estate conveyed from A. Edwin Sparks and Christine B. Sparks, his wife, unto John Arvin Winpiger and Kathy Diane Winpiger, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto, among the Land Records of Frederick County.

Exhibit B

FmHA 427-1MD (Rev. 9-12-74)